

CPA: 95-208

DRAFT

ADOT Contract No.
ADHS Contract No.

**INTERAGENCY SERVICE AGREEMENT
BETWEEN**

**ARIZONA DEPARTMENT OF TRANSPORTATION
AND THE
ADHS STATE LABORATORY SERVICES**

This Interagency Service Agreement is between the Arizona Department of Health Services (referred to as "ADHS") State Laboratory Services (referred to as "SLS") and Arizona Department of Transportation (referred to as "ADOT").

ADHS is authorized to enter into this Agreement pursuant to ARS 36-104 and 35-148. ADOT is authorized to enter into this Agreement pursuant to ARS Section 28-108.

PURPOSE: This Interagency Service Agreement defines the conditions under which ADOT will purchase laboratory services from ADHS/SLS.

NOW, THEREFORE, THE PARTIES UNDERSIGNED AGREE AS FOLLOWS:

I. SERVICES TO BE PROVIDED

- A. Appropriate SLS professional, technical support staff and other operating resources shall be utilized to provide analytical and non-analytical support services as defined on the current service schedule. Requests for the development of new analytical services after the start of the Agreement shall be borne by ADOT for the actual costs incurred by ADHS-SLS. These costs may include, but are not limited to, additional manpower, equipment, training, other operating expenses, and P&O services. If requested, a work program will be developed to implement and track the development of the project.
- B. On an ongoing basis the ADOT Liaison and the SLS Chemistry Manager will agree upon analytical services among the available categories in an attempt to maximize the monthly workload in a good faith effort to expend the agreed upon quarterly contract amount of \$ 2,000.00.

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II. TERM OF AGREEMENT

This Agreement shall begin on July 1, 1995. This Agreement shall remain in effect until June 30, 1999, unless previously terminated.

III. AMOUNT OF AGREEMENT AND PAYMENT

The total dollar amount of this Agreement, through June 30, 1996, is \$ 8,000.00. Charges against this dollar amount shall be based on the Attachment I Service Schedule.

Nothing in this Agreement shall preclude ADOT from voluntarily exceeding the dollar value of this Agreement with additional requests for services, based upon the unit charges contained within the Attachment I Service Schedule. SLS shall prepare a statement of costs relating to such tests in excess of the quarterly allocation and transmit such statement to ADOT within 60 days from the end of the quarter in which services were delivered. ADOT shall verify that services have been received in excess of the ISA quarterly amount and remit an amount equivalent to the dollar value of those services within 30 days following the receipt of the quarterly report.

For the first fiscal year, ADOT shall transfer to SLS the amount of \$ 6,000.00 on or before January 1, 1996, and \$2,000 by April 1, 1996.

IV. SCHEDULING OF SAMPLES TO BE EXAMINED

- A. ADOT will be responsible for establishing liaison person(s) to coordinate collection, submission, scheduling and prioritization of samples in accordance with the policy for scheduling listed as Attachment II. SLS and ADOT will resolve conflicts in scheduling by verbal communications (meetings and/or telephone). The contact person for ADHS/SLS is the Chemistry Office Manager (542-6108).

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V. ACCOUNTING OF SERVICES PROVIDED

It is agreed by both parties that the current SLS service schedule and monthly workload record shall be the method used to track the cost of services provided to ADOT.

A quarterly accounting statement will be provided to ADOT within 60 days following the end of the quarter that will itemize the Contract Services provided.

A thirteenth month accounting statement will be provided within 75 days of the end of the Fiscal Year to ADOT that will itemize any additional Contract Services provided.

VI. SERVICE SCHEDULE

See Attachment I (Environmental Analytical Service Schedule). Note that the unit cost per test is based upon a Priority 3 (routine) processing category. Should the samples be designated as Priority 2 (rush), a 25% surcharge will be assessed. Should the samples be designated as Priority 1 (emergency), a 50% surcharge will be assessed.

VII. TURNAROUND TIME

Test results will be provided under the timetables and conditions on Attachment III (Turn Around Time).

VIII. REPORTS, NOTICES AND CORRESPONDENCE

A. Test Results

1. Written, preliminary reports can be generated upon completion of specified analyses and are available if requested by the submitter.

2. Final or confirmatory, written reports are generated upon completion of all analytical requested testing and are then mailed to the submitter.

B. Quarterly Accounting Statements

Quarterly accounting statements will be developed which will detail for each preceding quarter the number, type and cost of each service provided as well as the total cost of the service for that period. The quarterly statement will be received by ADOT within 60 days of the end of the that quarter.

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C. Final Accounting Statement
The final accounting statement will be developed within 75 days of the end of the fiscal year. This statement will correct, if necessary, any accounting errors or omissions from each quarterly statement plus provide the cumulative cost of all services for the contract year.

D. Notices, Correspondence and Reports from ADHS-SLS will be sent to the Deputy State Engineer of ADOT unless otherwise indicated by ADOT with the exception that analytical reports of test results will be mailed to the submitter as requested on the SLS Sample Submittal Form.

E. Notices, Correspondence and Reports from ADOT will be sent to:

Assistant Director
State Laboratory Services
1520 West Adams Street
Phoenix, Arizona 85007

F. Payments Due to ADHS will be sent to:

Associate Director/Chief Financial Officer
Administration and Financial Services
Arizona Department of Health Services
1740 West Adams Street
Phoenix, Arizona 85007

IX. MODIFICATION

This Agreement may be modified with an amendment approved and duly executed by both parties. Any changes in the Agreement will be made through a negotiation process including the Director of the Arizona Department of Health Services or their designee, the Assistant Director of the Division of State Laboratory Services and the appropriate representatives of the Arizona Department of Transportation. Effective date of the changes will be outlined with an amendment.

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X. MODIFICATION AND RENEWAL

This Agreement will be modified by amendment as necessary. Negotiations for a new Agreement will begin on or about April 1 for an effective date of July 1 of the same year. Either ADOT or ADHS may initiate contact to begin the process. Appropriate representatives of each Agency will participate in the process.

XI. DISPUTE RESOLUTION

When a dispute or a conflict occurs regarding this ISA, ADOT and the State Laboratory will utilize the following procedure for resolving the issue:

1. the ADOT liaison and the SLS Chemistry Office Manager or their designees, will meet and negotiate a resolution;
2. if the aforementioned representatives cannot resolve the issue, the matter will be brought to the ADOT Deputy State Engineer and the SLS Assistant Director, who will meet and negotiate a resolution; and
3. if the ADOT Deputy State Engineer and the SLS Assistant Director cannot reach an agreement, the matter will be brought to the ADOT Chief Deputy State Engineer and the ADHS Director, who will meet and negotiate a final resolution.

NOTE: Either party in the negotiations can elevate the issue to the next level in order to expedite final resolution for that issue.

XII. TERMINATION

A. Either party reserves the right to terminate this Agreement without cause by giving the other party sixty (60) days written notice prior to the termination date. Notice shall be sent by certified mail, return receipt requested and addressed to the following:

For ADHS-SLS
Assistant Director
State Laboratory Services
1520 West Adams Street
Phoenix, Arizona 85007

For ADOT
Deputy State Engineer
Department of Transportation
206 S. 17th Avenue Mail Drop 174A
Phoenix, Arizona 85007

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B. In the event that this Agreement is terminated prior to its completion, the ADOT shall pay for any outstanding service(s).

XIII. ASSIGNMENT AND DELEGATION

Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

XIV. INSPECTION AND AUDIT

All books, accounts, reports, files and other records related to this Agreement shall be kept for five (5) years after termination of this Agreement, and shall be subject at all reasonable times to inspection and audit by either Party.

If an audit is required, ADOT will arrange and pay for an audit of this ISA. This audit will be conducted in accordance with the audit and reporting standards as prescribed in the Federal Single Audit Act of 1984 (P.L. 98-502) and the OMB Circular A-128. The Audit must include a report on the financial statements, a report on internal controls, and a report on compliance.

XV. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Arizona, and shall incorporate by reference all laws governing the Interagency Agreements and mandatory contract provisions of state agencies required by statute or executive order.

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Both parties enter into this Interagency Service Agreement on this
_____ day of _____, 1995.

ARIZONA DEPARTMENT
OF TRANSPORTATION

ADHS STATE LABORATORY
SERVICES

BY _____
Robert P. Mickelson, P.E.
Chief Deputy State Engineer

BY _____
Barbara Erickson, Ph.D.
Assistant Director

Dated: _____

Dated: _____

By _____
Jean A. Clark, C.P.M., CPPO, CPM
Procurement Office Manager
Arizona Department of Health Services

Dated: _____

ATTACHMENT I
SERVICE SCHEDULE

S E R V I C E S C H E D U L E

Arizona Department of Health Services
State Laboratory Services
FY 95-96

ENVIRONMENTAL ANALYTICAL SERVICES

CATEGORY AND TYPE OF ANALYSIS UNIT COST PER TEST*

INORGANICS IN WATER & WASTEWATER

	\$	426.30
SDW All Inorganics		230.90
SDW Primary Standards		195.40
SDW Secondary Standards		440.90
All Ambient Inorganics		150.30
Ambient Nutrients		
		17.50
Alkalinity		31.70
Ammonia-Nitrogen		5.70
Chloride		11.40
Conductivity, Specific		95.00
Cyanide, Total		106.60
Cyanide, Amenable		33.40
Cyanide, Direct		13.60
Fluoride		9.30
Hardness		41.40
Nitrate-Nitrogen (NO3-N)		20.70
Nitrite-Nitrogen (NO2-N)		20.70
Nitrite+Nitrate-Nitrogen		38.60
Nitrogen, Total Kjeldahl		9.00
pH (Water)		38.60
Phosphorus, Total		31.90
Phosphate, Ortho		27.10
Sulfate in water		29.40
Sulfide		10.80
Total Dissolved Solids		10.80
Total Suspended Solids		10.80
Turbidity		

SERVICE SCHEDULE

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INORGANICS IN SOILS/SLUDGES

	45.00
Soluble Solids	63.90
Sulfate, Leachable	73.60
Kjeldahl Nitrogen, Leachable	73.60
Phosphorus, Leachable	40.70
Chloride, Leachable	55.70
Nitrate/Nitrite-Nitrogen, Leachable	95.00
Cyanide, Total	

TRACE METALS

	\$ 7.60
Percent Solids (Soil/Sludge)	34.00
Digestion of soil or sludge	15.60
Total Recoverable Digestion (Water)	22.70
Aluminum	13.80
Antimony	26.20
Arsenic	22.70
Barium	13.80
Beryllium	19.80
Boron	13.80
Cadmium	13.50
Calcium	13.80
Chromium, Total	13.00
Chromium, Hexavalent	13.80
Cobalt	13.80
Copper	13.00
Iron	13.80
Lead	13.50
Magnesium	13.00
Manganese	34.80
Mercury	13.00
Nickel	13.50
Potassium	26.20
Selenium	13.80
Silver	13.50
Strontium	13.50
Sodium	13.80
Thallium	22.00
Tin	22.70
Titanium	13.00
Zinc	183.70
ICP Multiquant, Water	183.70
ICP Multiquant, Hazardous Materials	

SERVICE SCHEDULE

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AIR QUALITY (HI-VOL FILTER)

TSP/PM10 Particulates	11.10
Filter Issuance Charge (per filter)	2.90

HAZARDOUS WASTE CHARACTERIZATION

Toxicity Characteristic Leaching Procedure	\$ 162.90
TCLP Extraction	38.00
TCLP Arsenic	23.60
TCLP Barium	21.30
TCLP Cadmium	21.30
TCLP Chromium	21.30
TCLP Lead	43.00
TCLP Mercury	21.30
TCLP Silver	38.00
TCLP Selenium	266.50
TCLP BN Fraction	295.40
TCLP Acid Fraction	253.00
TCLP Pesticide Fraction	358.40
TCLP Herbicides	
Soil, pH	13.50
Corrosivity, pH	16.70
Flash Point	17.80
Karl-Fischer (% water)	46.20

ORGANIC ANALYSES

Carbamate Pesticides	235.20
Chlorinated Pesticides	260.30
Custom GC/MS (Per Hour)	115.80
Safe Drinking Water Herbicides	358.40
Safe Drinking Water Pesticides (limited)	257.60
EDB and DBCP	116.00
GWPL	1,190.00
Organophosphorus Pesticides	255.10
Polychlorinated Biphenyls (PCB's)	281.00
Processing of Soils/Sludges	78.90
Priority Pollutants	
BN Fraction	266.50
Acid Fraction	295.40
Pesticide Fraction	253.00

SERVICE SCHEDULE

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Solvents	\$ 84.70
Solvent Scan (Headspace)	
Volatile Organic Compounds in Water	250.90
EPA 502.2	

INDUSTRIAL HYGIENE

Metals on filters	
(includes sample prep)	
First metal on filter	30.00
Each additional on same filter	15.00
Solvents on sorbent tubes	
(includes sample prep)	
First solvent on sorbent tube	50.00
Each additional on same sorbent tube	15.00

MICROBIOLOGY

Parasites in Water	263.90
Viruses in Water	572.40
Bacteriology	
Total Coliform each	
Fecal Coliform each	
Fecal Streptococcus each	10.60
a) Single Dilution	30.50
b) Multiple Dilution	

Hourly charge for items not listed above	35.00
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Method Development fees/hour	54.70
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* Unit cost/test is for Routine Priority (#3) processing.
Priority #2 ("Rush") samples will be assessed a 25% surcharge. Priority #1 ("Emergency") samples will be assessed a 50% surcharge.

SERVICE SCHEDULE
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NON-ANALYTICAL / SUPPORT SERVICES

1. Workshops / seminars / training requested by the contracting agency and provided by SLS Quality Assurance/ Training Office.....**
2. Travel to collect field samples.....**
3. Overtime paid to Lab staff in support of priority or rush sample processing/analysis over and above that portion included in the analytical fee schedule\$ 35.00/hr
4. Review of data packages or other documents requested by contracting agency staff that require more than one hour of staff time.....\$ 35.00/hr
5. Consultation requested by contracting agency staff on methods, interpretation of analytical results, and so forth that require more than one hour of staff time\$ 35.00/hr
6. Direct support services to contracting agency provided by the Support and Technical Services Section of the State Lab as follows:

<u>SERVICE</u>	<u>UNIT COST</u>
Plated media (per plate)	\$ 0.55
Buffer solutions (per liter)	1.55
Conductivity solutions (per liter)	1.55
Reagents (as requested)	**
Clean and wrap	
Field filtration unit	4.00
Syringe	4.00
Other items/equipment	**
Sample collection kits	
Inorganic water set (3-bottle)	3.50
40 ml VOA vial set (2-bottle)	5.00
Other sampling kits	**

7. Disposal services.....**
Charges will be incurred when disposal services require the use of a licensed hazardous waste hauler/disposal company.

**Billed at actual cost incurred by State Lab to provide this service. Will be estimated upon specific request.

SERVICE SCHEDULE
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NON-ANALYTICAL / SUPPORT SERVICES

8. Failure to notify charge.....

The charge will be equivalent to cost of the tests requested when the samples were scheduled by ADOT. The cost will be calculated assuming a Priority 3 status.

This charge will apply when scheduled samples have been cancelled by ADOT and ADOT has failed to notify the Lab of the cancellation within 24 hours (one lab-working day) of the end of the expected arrival period of the samples. Notification shall be given to the Chemistry Office Manager, or, in the absence of the Office Manager, to the Acting Chemistry Office Manager.

ATTACHMENT II

POLICY OF SCHEDULING OF DOT SAMPLES FOR CHEMICAL/MICROBIOLOGICAL ANALYSES

**POLICY FOR SCHEDULING OF DOT SAMPLES
FOR CHEMICAL/MICROBIOLOGICAL ANALYSES**

All samples for chemical and microbiological analysis to be conducted by the State Laboratory for DOT must be scheduled in advance (exceptions as noted) before a sample will be accepted for analysis. The following scheme for prioritizing samples will be used.

Priority 1: Samples from acute or immediate health or environmental emergencies where test results may alleviate the actual crisis or are critical to the alleviation of imminent hazards will be considered high priority. This will also apply to samples which would be physically impossible to delay or resample in the future, and are critical to criminal or regulatory prosecution/compliance. Generally, these types of samples cannot be scheduled in advance; however, agencies are encouraged to give as much notice as possible either before going to the site or after the samples have been collected.

Priority 2: Samples submitted as a result of inspections or investigations involving chronic or potential health and environmental hazards where sampling is critical to the eventual alleviation of the hazard, to prosecution of the responsible parties, or to obtaining compliance with regulations will be processed next.

Priority 3: Samples resulting from routine surveillance, investigation or inspection where the sample is not critical to the alleviation of a current health or environmental hazard will be processed after priority 1 and 2 samples. Generally, scheduling of these samples can be accomplished weeks or months in advance.

Exceptions to this policy shall be the discretion of the Assistant Director or delegate after consultation with the submitting project manager or Lab Liaison and shall be based upon the concept of reasonableness, the needs of the submitting agency, the value of the information to be obtained from the sample, the laboratory's current workload, the sample holding time and the required turnaround time.

Scheduling for analytical service shall be arranged through the Lab Liaison and the appropriate Office Manager or delegate.

After consultation with the submitter, the SLS may find it necessary to recommend that part of its workload be referred to another laboratory. The DOT Lab Liaison and SLS Office Manager shall confer to reach an equitable arrangement.

ATTACHMENT III
TURN AROUND TIME

ARIZONA DEPARTMENT OF HEALTH SERVICES
STATE LABORATORY SERVICES
JULY 1995

TURN--AROUND--TIME

Turn-around-time is defined as the time from which samples are received at the Lab until preliminary written or verbal reports are given to the submitter. The times listed are achievable only if there are no or very small sample backlogs. Final written (computer generated) reports usually follow within a week of the completed testing.

PRIORITY is defined as follows:

1 = Emergency which translates into start immediately and continue until finished (24 hours a day).

2 = Chronic or potential hazard translates into start as soon as possible after any priority ones or preceding twos and continue to work a normal work schedule day until finished.

3 = Routine surveillance which translates into process after any priority ones or twos have been addressed.

turn around time
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CATEGORY

PRIORITY
1

WATERS ONLY

	1-5 samples	6-10 samples	11-20 samples
Inorganics			
SDW	1 week	2 wks	2.5 wks
ASW	1 week	2 wks	2.5 wks
ASW + Nutrients	7 days	2 wks	2.5 wks
Dissolved metals	3 days	1 wk	2 wks
MQ Metals Screen	1 day	2 days	1 wk
Volatiles	One sample	1-5 samples	5-10 samples
502.2	24 hrs	72 hrs	1 wk

SOILS & SLUDGES

	One sample	2-5 samples	6-10 samples
Solvent scan	24 hrs	48 hrs	72 hrs
MQ Metals Screen	1-5 samples 2 days	6-10 samples 1 wk	11-15 samples 2 wks
TCLP Metals (1-3 metals, no Hg)	1-5 spls 1 week	6-10 samples 2 weeks	11-15 samples 3 wks

ORGANICS

	One sample	2-5 samples	6-10 samples
Custom GC/MS			
Water	24 hrs	3 days	5 days
Soil	48 hrs	4-5 days	8-10 days
Pesticides			
Water	1-2 days	2-3 days	4-5 days
Soil	2-3 days	4-5 days	5-7 days
Herbicides			
Water	3-4 days	4-5 days	2 wks
Soil	5-6 days	6-8 days	3 wks

turn around time
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CATEGORY**PRIORITY
2****WATERS ONLY**

	1-5 samples	6-10 samples	11-20 samples
Inorganics			
SDW	3 wks	4-6 wks	4-6 wks
ASW	3 wks	4-6 wks	4-6 wks
ASW + Nutrients	3 wks	4-6 wks	4-6 wks
Dissolved metals	2 wks	2 wks	3 wks
MQ Metals Screen	1 week	1-2 wks	1-2 wks
Volatiles	One sample	2-5 samples	6-10 samples
502.2	1 week	1 wk	2 wks

SOILS & SLUDGES

	One sample	2-5 samples	6-10 samples
Solvent scan	4-5 days	4-5 days	2 wks
MQ Metals Screen	1-5 samples 1-2 wks	6-10 samples 2 wks	11-15 samples 3 wks
TCLP Metals (1-3 metals, no Hg)	1-5 spls 2-3 wks	6-10 samples 3 wks	11-15 samples 4 wks

ORGANICS

	One sample	2-5 samples	6-10 samples
Custom GC/MS			
Water	3-4 days	3-4 days	2 wks
Soil	6 days	6 days	3 wks
Pesticides			
Water	1 week	1 week	1.5-2 wks
Soil	1.5-2 wks	1.5-2 wks	2.5-3 wks
Herbicides			
Water	7-8 days	2 wks	3-4 wks
Soil	8-10 days	3 wks	5-6 wks

turn around time
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CATEGORY**PRIORITY**

3

WATERS ONLY

	1-5 samples	6-10 samples	11-20 samples
Inorganics			
SDW	6-8 wks	6-8 wks	6-8 wks
ASW	6-8 wks	6-8 wks	6-8 wks
ASW + Nutrients	6-8 wks	6-8 wks	6-8 wks
Dissolved metals	3-4 wks	3-4 wks	3-4 wks
MQ Metals Screen	2-4 wks	2-4 wks	2-4 wks
Volatiles	One sample	2-5 samples	6-10 samples
502.2	3-4 wks	3-4 wks	3-4 wks

SOILS & SLUDGES

	One sample	2-5 samples	6-10 samples
Solvent scan	3 wks	3 wks	3 wks
MQ Metals Screen	1-5 samples 4-6 wks	6-10 samples 4-6 wks	11-15 samples 4-6 wks
TCLP Metals (1-3 metals, no Hg)	1-5 spls 6-8 wks	6-10 samples 6-8 wks	11-15 samples 6-8 wks

ORGANICS

	One sample	2-5 samples	6-10 samples
Custom GC/MS			
Water	4 wks	4 wks	4 wks
Soil	5-6 wks	5-6 wks	5-6 wks
Pesticides			
Water	3-4 wks	3-4 wks	3-4 wks
Soil	4-6 wks	4-6 wks	4-6 wks
Herbicides			
Water	4-5 wks	4-5 wks	4-5 wks
Soil	5-6 wks	5-6 wks	5-6 wks

11/27/95 *EMH 28 Nov*

Dear Jack and Richard,

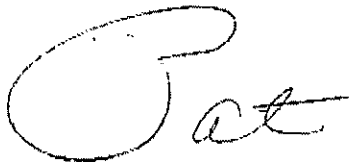
I have patterned our new draft ISA on the FY95 agreement. I have made some changes in the language of the document to reflect a 5 year agreement that can be modified by amendment during its term. I have left the quarterly advance payment at \$2,000 unless you feel another amount is more appropriate. I have allowed more time in which to generate billing statements. If this is not acceptable to you, please indicate what is.

Please modify the language as you need, delete sections if they do not appear appropriate to you. I want to keep the document as simple as possible so I can understand it! If there is anything you need to add, I will do so. I am sending a copy of this first draft to the my contract officer, Carlos Gonzales (542-2937), for his input.

I recall we talked about developing a mechanism (account or program codes of some sort) to segregate the costs generated by the maintenance and industrial hygienist groups. Have you generated a scheme you wish me to use?

Sorry, it took me a while longer than I expected to get at this. Please call (542-6108) to clarify or discuss as necessary.

Thanks,

A handwritten signature in cursive script, appearing to read "Pat".